

NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF: *The Public Utilities Act and the Maritime Link Act and the Maritime Link Cost Recovery Process Regulations*

IN THE MATTER OF: An Application by NSP Maritime Link Inc. to end the holdback mechanism in accordance with the parameters set by the Nova Scotia Utility and Review Board in Matter 11009

REDACTED**INFORMATION REQUESTS**

To: Nova Scotia Power Maritime Link ("NSPML")

From: The Industrial Group

Responses Due: April 9, 2026

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Issued at Halifax, Nova Scotia, this 19th day of March 2026.

Request IR-1:

Reference: N-01 Application, pages 3 and 13 of 37; Appendix D (Concentric Expert Evidence of Danielle S. Powers); 2023 NSUARB 175, para. 95; Decision M11009 (2024 NSUARB 17), para. 19.

Preamble: The Board's October 2023 Decision set out the conditions for termination of the holdback, including that NSPML may apply for relief if "good utility practice or exceptional circumstances" caused it to fail to meet the consecutive 12-month requirement. In its January 31, 2024 Decision, the Board specifically stated that it intentionally did not attempt to provide a definition or describe the scope of "good utility practice or exceptional circumstances" in its decision, as it contemplated this could be the

1 subject of evidence or argument when NSPML eventually files its application to end the
2 holdback.

3 The Application's Appendix D introduces a capitalised, defined term "Good Utility
4 Practice," sourced from Concentric's interpretation of the Joint Operations Agreement
5 (JOA). In Section 1.0, Introduction, lines 7-12, NSPML states:

6 *In its October 2023 Decision in that matter, the Board ordered that the*
7 *Holdback would continue until (i) at least 90% of the NS Block (excluding*
8 *Make-up Energy) is received during each of twelve consecutive months (with*
9 *flexibility to account for Good Utility Practice (as defined in Concentric*
10 *Evidence, Attachment 1, A24) outages and/or exceptional circumstances)*
11 *and (ii) the net outstanding balance of undelivered energy is less than 10%*
12 *of the NS Block annual contracted amount.*

13 (a) Please confirm:

14 (i) that the proposed definition of "Good Utility Practice" has
15 never been decided on by the Board, and in no way
16 informed the Board's 2023 NSUARB 175 decision or setting
17 of the flexible relief available to NSPML in relation to the
18 holdback mechanism.

19 (ii) that the Concentric definition of "Good Utility Practice" is not
20 binding on the Board in this proceeding and is simply offered
21 as evidence filed on behalf of NSPML for the Board's
22 consideration.

23 (iii) that in 2023 NSUARB 175, at para. 95, which NSPML
24 appears to quote at page 13, lines 15-17, the Board
25 specifically did not capitalize "good utility practice" or
26 otherwise define it as a term with a specific regulatory
27 meaning.

28 (b) How does NSPML define a planned vs. an unplanned outage? Specifically,
29 what is NSPML's planning horizon for outages?

30 (c) Identify any scenario, in NSPML's view, in which a planned outage or
31 unplanned outage would fall *outside* the scope of the proposed "Good
32 Utility Practice" as defined by Concentric in Attachment 1, explain why, and

highlight any planned or unplanned outages from May 2023 to present that would not meet that definition.

(d) Does NSPML take any position regarding whether planned or unplanned outages should be considered on a singular basis, or cumulatively through the 12-month period (i.e. does it matter if there are 4-5 events versus 1-2)?

(e) Is it NSPML's position that any inclement weather event resulting in an outage would constitute "exceptional circumstances" for the purposes of the relief available for the 12-month Compliance Period? If not, identify the threshold that NSPML proposes the Board apply in distinguishing qualifying exceptional circumstances from normal weather variability.

Request IR-2:

Reference: N-01 Application, page 6, lines 7–13; Footnote 4 (page 6); Footnote 15 (page 12); and 2023 NSUARB 175, paras. 137–138.

Preamble: The Application states that energy delivered over the Maritime Link in 2023 through 2025 served approximately 19% of NSPI's customer sales, having an estimated value in the 2023/2024 period of approximately \$495 million, which exceeds NSPML's assessment costs of approximately \$325 million over the same period by over \$165 million.

(a) Please provide the 2025 benefit figures referenced in Footnote 4 of the Application which were not yet available at the time of filing.

(b) Does the approximately \$325 million in assessment costs referenced in the Application incorporate costs associated with the Federal Loan Guarantee (FLG2) repayment obligations? If not, explain why those costs are excluded from the comparison cost of the Maritime Link. If so, please provide a detailed breakdown of how FLG2 costs were incorporated.

(c) Provide all workpapers, models, and underlying data used to derive:

(i) the approximately \$495 million estimated value for the 2023/2024 period (and 2025 as available);

(ii) the net benefit figures of over \$45 million in 2023, and \$125 million in 2024 as cited in the Application at page 12 (and the applicable figure for 2025 if available); and

(iii) the 19% of NSPI customer sales figure.

(d) Explain how NSPML proposes the Board consider and take into account the increased costs of the Maritime Link in relation to the FLG2 repayment period in relation to addressing the overall rationale for the Holdback and reconcile this with the Board's prior findings regarding the realignment of benefits of the Maritime Link with costs in connection with the FLG2.

(e) Footnote 15 refers to "Chart 3" in Appendix A for a comparison of the Maritime Link benefits and the Annual Assessment, but there is only one figure at Appendix A. Confirm what "Chart 3" refers to and/or provide a copy of the Chart 3 referenced.

Request IR-3:

Reference: N-01 Application, page 9.

(a) The Application states that as a direct result of NLH's delivery performance prior to commissioning of the LIL, NSPML had been assessed over \$30 million in holdback-related disallowances. Provide the full calculation underlying the "\$30 million in holdback-related disallowances" figure and explain the relevance of this figure with respect to satisfaction of the Board's conditions for termination of the holdback.

(b) Please also explain the relevance of the \$10 million penalty assessed against NSPI relating to Renewable Energy Standards (noted as under appeal) to the question of whether the holdback termination conditions have been satisfied.

Request IR-4:

Reference: N-01 Application, page 11.

The net balance of Deferred Energy dropped below 10% in March 2024 and was essentially eliminated in June 2024.

Preamble: The Board decision in 2023 NSUARB 175 at para 4, states that the holdback will continue until at least 90% of the NS Block (excluding Make-up Energy) is received within a consecutive 12-month period, and the net outstanding balance of undelivered energy is less than 10% of the contracted annual amount of the NS Block.

(a) Please confirm "Deferred Energy" means "undelivered energy". If not, please explain the definition for both.

(b) Please explain NSPML's interpretation of how the 10% threshold of undelivered energy condition applies, specifically:

(i) Whether the <10% Deferred Energy threshold must be satisfied on a continuous basis, for any minimum period of time, or merely at a single point in time within or around the 12-month Compliance Period.

(ii) Whether NSPML's position is that the 12-month Compliance Period can commence before the Deferred Energy balance falls below 10%, and if so, explain how this interpretation gives independent effect to the Board's second condition.

(iii) Why NSPML considers it appropriate for the claimed Compliance Period to include approximately 11 months during which the Deferred Energy balance exceeded 10%, and explain how the Board should interpret this data.

(c) Please confirm the percentage of "Make-up Balance" included at Appendix C is the same as the percentage of Deferred Energy/undelivered energy. If not, please provide the percentage of Deferred Energy/undelivered energy, by month, from May 2023 to the most current month available.

1 **Request IR-5:**

2 **Reference:** N-01 Application, p. 15, lines 5–12; Appendix A and Appendix C page 36 of
3 37.

4 **Preamble:** The Application states that deliveries were over 100% (both NS Block and
5 Make Up Energy) in every month but September 2023, which fell short due to a planned
6 outage in advance of the winter period, and that the deficit in September 2023 was made
7 up in early October 2023. The Application describes this as a "winter readiness outage."
8 The shortfall in September 2023 is described in the Application as both approximately
9 6,000 MWh (page 15) and elsewhere as approximately 6,500 MWh (page 16).

10 In the table providing the full review of the holdback mechanism in Appendix C, dating
11 back to 2021 and up to December 2025, September consistently has lower Base Contract
12 Delivery percentages, but in September 2024, that amount is 44% rather than the 65/66%
13 that appears in 2023 and 2025.

14 (a) Describe in detail what the "winter readiness outage" in September 2023
15 entailed, including:

16 (i) all work items performed during the outage;

17 (ii) the planned vs. duration of the outage in days;

18 (iii) the rationale for scheduling the outage in September rather
19 than an alternative period; and

20 (iv) whether the outage was also conducted in September 2024
21 and/or September 2025, and if so, whether it includes the
22 same scope, and for what duration.

23 (b) Please confirm the exact MWh shortfall in September 2023.

24 (c) Confirm that the approximately 6,000 MWh (or 6,500 MWh) shortfall in
25 September 2023 was attributable solely to the planned outage, and was
26 not caused, in whole or in part, by any unplanned event, extreme weather
27 or any other intervening circumstances.

28 (d) What portion of the shortfall relates to expected Base Block energy?

(e) If the winter readiness outage, or annual planned outage, occurs every September, is the shortfall always around 6,000 MWh? Please confirm the shortfalls for 2024 and 2025 specifically related to this annual outage (if applicable).

(f) The Application states later that these planned outages are "typically" taken at times when load and associated replacement energy costs are lower (page 24 lines 22-24). Identify any occasion in the last three years in which this annual planned outage (or any other planned outage) was taken at a time when load and associated replacement energy costs were not lower and explain the circumstances.

Request IR-6:

Reference: N-01 Application, Sections 3.0 and 4.0; and Appendix A.

Preamble: The Application relies on the 12-month period from May 2023 to April 2024 as the "Compliance Period", during which NSPML asserts that the 90% Base Block energy delivery threshold was met on a consecutive basis, subject to relief being sought from the Board for four months. The Application further states that the net balance of Deferred Energy dropped below 10% in March 2024 and was essentially eliminated in June 2024. The Application also notes that the Deferred Energy that accumulated during post-Compliance Period outages was entirely redelivered by December 25, 2024.

The deferred energy balance data in the Application indicates a higher deferred energy balance during the period from July to December 2024, and that five of the twelve preceding months did not meet the 90% Base Block energy threshold.

(a) Does NSPML contend the 12 months immediately following the claimed Compliance Period (i.e., May 2024 – April 2025) also satisfy both of the Board's termination conditions? If so, please provide the relevant data and explanations for relief required for that period. If not, please elaborate why not.

(b) Does NSPML contend the 11-month period from May 2025 to March 2026 (up until the most available data) satisfies both termination conditions? If so, please provide the relevant data and explanations for relief required for

that period. If not, please elaborate why not (regardless that it excludes April 2026 due to timing).

(c) Does NSPML take the position that it is only required to establish satisfaction of the Board's conditions for one historical 12-month window of its choosing, and is not required to demonstrate compliance for any more recent periods? If so, please provide the basis for that position with consideration to the rationale behind the Board's imposition of the holdback mechanism.

(d) How should the Board interpret the more current operational and delivery information that is now available?

(e) Please explain why the deferred energy balance appears to increase, above the 10% threshold (assuming "Make-up balance (%)\" fits that definition) between July and December 2024, in the months following the claimed Compliance Period, and confirm whether the Board's second condition (net outstanding balance less than 10% of contracted annual NS Block) was continuously satisfied throughout that period.

Request IR-7:

Reference: N-01 Application, Section 4.2, Relief for Planned and Unplanned Outages, Table at pages 17-18; and pages 23-25.

Preamble: The Application includes in Section 4.2 a summary table of LIL outages relevant to the claimed Compliance Period, in which NSPML seeks relief from the compliance requirements. At pages 23-25, the Application summarizes the outages that followed the noted Compliance Period.

(a) Please update and supplement the outage summary table to include, for each listed outage, and all additional outages from the period of LIL commissioning to present,::

(i) the planned outage timeline as originally scheduled, compared to the actual outage start and end dates, or identify if unplanned;

- 1 (ii) the cause of each outage and whether within the control of
2 NSPML, NLH, or external;
- 3 (iii) the assets affected (ML, LIL, NLH transmission, other);
- 4 (iv) when the issue, maintenance, or repair required was first
5 identified and when it was determined an outage was
6 required to address the concern/issue;
- 7 (v) confirmation of whether the outage was coordinated in
8 accordance with the 30-day outage coordination
9 requirements;
- 10 (vi) the delivery shortfall attributable to the specific outage,
11 expressed both in MWh and as a percentage of the
12 contracted NS Block amount for the relevant month(s);
- 13 (vii) Identify if / how those variances influenced monthly delivery
14 reliability.
- 15 (viii) the holdback funds value attributable to that outage (as
16 applicable);
- 17 (ix) the contracted NS Block amount (in MWh) impacted by the
18 outage; and
- 19 (x) confirmation of whether, in scheduling the outage, NSPML
20 considered the potential impact of the outage on the monthly
21 holdback calculation or the 12-consecutive-month
22 termination test.
- 23 (b) Please provide NSPML's and NLH's outage schedule forecasts for 2023,
24 2024, 2025 and 2026 (as available prior to each calendar year).

25 **Request IR-8:**

26 **Reference: N-01 Application, page 19, lines 10-11.**

27 The Application states that more than 370 software updates have been completed at the Maritime
28 Link since commissioning in 2018. Of those 370 software updates, please confirm how many

1 required multi-day bipole outages, and provide a list of those multi-day outage events.

2 **Request IR-9:**

3 **Reference:** N-01 Application, pages 21-22; and Footnote 26.

4 **Preamble:** The Application states that April 2024 fell short of the 90% threshold due to
5 extreme weather conditions (specifically icing), causing damage to electrode wings on
6 NLH transmission facilities that had otherwise been in service since 2018; that, the nearest
7 location (Blanc Sablon, approximately 21 km from the nearest failed structure) recorded a
8 maximum wind speed on the day of the failures of 73 km/h, with the wind speed at the
9 approximate time of failure being 64 km/h; and the relevant section of line is designed for
10 a maximum of 50 mm of radial glaze ice, a maximum wind of 120 km/h, and a combined
11 wind and ice load of 25 mm of radial glaze ice with 60 km/h wind.

12 (a) Please explain why the section of line at issue is designed for a maximum
13 of 50 mm of radial glaze ice and a combined wind and ice load of only 25
14 mm of radial glaze ice with 60 km/h wind, given the climatic conditions
15 prevalent in the geographic region of the affected facilities, and confirm
16 whether those design criteria were consistent with applicable standards at
17 the time of construction.

18 (b) Please confirm whether this has been an issue on any other lines, either
19 before the Compliance Period, at any other time during the compliance
20 period, or since the Compliance Period. Please provide specific dates and
21 relevant information regarding the other icing incident(s) (if applicable).

22 (c) The Application refers to the outage commencing March 30, 2024. Please
23 confirm:

24 (i) whether the outage notation in the Application of "13 days"
25 for the March/April 2024 period means that the outage ran
26 from March 30 to April 11, 2024, and if not, please provide
27 the precise start and end dates of the outage;

28 (ii) whether this entire outage period related solely to the icing
29 incident, and if not, what else caused and/or was completed
30 during this period; and

(iii) the quantified reduction in Base NS Block deliveries (excluding Make-up Energy) attributable solely to this icing event and repair in each of March 2024 and April 2024, in MWh (if not already addressed in IR 7).

(d) Please provide all engineering reports, root cause analyses, and/or post-event corrective action plans prepared by NLH or any third party in connection with the March–April 2024 icing event, including any findings comparing actual weather conditions to design criteria and any recommendations for design upgrades.

Request IR-10:

(a) Please confirm what critical punch list or commissioning items, if any, remain outstanding in connection with the NLH transmission facilities as of the date of the Application.

(b) Please confirm what critical punch list items were completed within the Compliance Period noted, and thereafter.

Request IR-11:

Reference: N-01 Application, page 23, lines 17–19; Section 5.0.

And Reference: Matter M11009, Exh. N-24, NSPML Holdback Compliance Filing.

Preamble: The Application states that in May 2024, a bipole outage was taken to troubleshoot, replace, and test DC current transformers that had been in service for approximately six years and were causing reliability concerns.

(a) Please confirm how DC current transformers installed at commissioning in 2018 could have accumulated approximately six years of service by May 2024, given that the LIL was not commissioned until April 2023. Specifically:

(i) What was the original installation date of the DC current transformers?

(ii) Were they in continuous operation from the Maritime Link's in-service date in January 2018? If not, please explain; and

(iii) Please explain what reliability concerns were arising from the transformers that necessitated their replacement, and when those concerns were first realized.

(b) When was the need to replace these DC current transformers first identified internally and what were the reasons for the timing of the May 2024 outage?

(c) Please provide all engineering reports, root cause analyses, and/or post-event corrective action plans prepared in connection with the bipole outage, including any findings regarding the cause of the outage and any recommendations for addressing the noted reliability concerns.

(d) Please confirm whether the DC current transformer replacement was among the work items that NSPML referenced in its compliance filing in M11009 as a pending multi-day outage planned for the November/December 2023 timeframe (page 19), which at that time was described as relating to replacement of originally installed DC current transformers and noted as presenting “risk that (absent holdback relief) this planned outage will result in a material monthly holdback disallowance and restart of the 12 consecutive months of reliable operations.”

(i) If so, what was the specific reason this was deferred?

(ii) Please provide all internal documentation and communications with NLH, regional system operations and third-party technical resources, relating to the originally planned outage dates for November/December 2023 and rescheduling to May 2024.

(e) Does NSPML take the position that this outage and related delivery performance are irrelevant to the Board’s consideration of this Application? If so, please explain.

1 **Request IR-12:**

2 **Reference:** N-01 Application, Section 5.0, pages 23-24.

3 **Preamble:** The Application describes a series of outages from July through October
4 2024, including: single pole outages in July to troubleshoot intermittent system alarms
5 and replace faulty equipment; a bipole outage at the end of July to install, verify, and test
6 a converter station software update; the bipole outage continuing through August to
7 implement and test software; and in September, a bipole outage for software updating,
8 followed by a planned annual maintenance shutdown of the LIL, with the outage extending
9 into early October as planned.

10 (a) Please confirm whether this outage period related directly, or indirectly to
11 previously reported [REDACTED]
[REDACTED]

13 (i) If so, please explain [REDACTED],
14 the work required to address it, the impact on reliability or
15 otherwise, and the required work to address it.

16 (ii) Please provide the engineering reports, root cause
17 analyses, and/or post-event corrective action plans
18 prepared in connection with the July-September bipole
19 outage, including any findings regarding the cause of the
20 outage and any recommendations for addressing issues.

21 (b) Have the discovered [REDACTED] been fully resolved? If not,
22 please confirm the current status and the remediation plan with expected
23 completion date.

24 (c) Please confirm whether the [REDACTED] were discovered at the
25 time of or in connection with attempts to increase the LIL's operating
26 capacity above its then-current level, and if so:

27 (i) identify the capacity level at which the LIL was operating at
28 the time the [REDACTED] were discovered; and

29 (ii) confirm the target capacity level to which NSPML or NLH
30 was attempting to increase operation;

(d) Please confirm whether the 900 MW LIL capacity testing that was originally intended to be completed in the winter of 2024–2025 has occurred. If not, confirm the current status and the expected timeline.

(e) Please confirm that the LIL was always intended, from the time of its commissioning, to have a rated capacity of 900 MW.

(f) Please confirm the capacity at which the LIL was operating when it was commissioned on April 14, 2023 (i.e., was it 400 MW, 700 MW, or some other level), and when it ramped up to the current 700 MW capacity.

(g) Please provide the schedule for the ramp-up of LIL capacity to the full 900MW capacity as of the date of commissioning on April 14, 2023, together with any documentation memorializing that schedule.

Request IR-13:

Reference: N-01 Application, Section 5.0 and Section 6.0, pages 23-27.

Preamble: The Application states that as of the end of 2025, approximately \$15.3 million in holdback funds relates to the post-Compliance Period, and that all but \$1.1 million are related to planned outages.

(a) Is NSPML asserting that the outages that took place between July 2024–October 2024, were all “planned” outages, including the approximate six-week outage over the entire duration of August 2024 resulting in a \$4 million holdback?

(b) Please confirm that none of the outages occurring in 2024 and 2025 that resulted in holdback retention were forced outages. If not confirmed, please explain how that is reconciled with the statement that all of the \$15.3 million holdback funds relate to planned outages, aside from the \$1.1 million noted.

(c) For all planned outages in 2024 and 2025, confirm whether, in scheduling those outages, NSPML or NSPI considered the potential impact of the outage timing on the monthly holdback calculation, and provide any internal records relating to such consideration.

1 **Request IR-14:**

2 **Reference:** N-01 Application, p. 28, lines 23–26.

3 **Preamble:** The Application states that any planned outage near the end of a calendar
4 month is likely to result in a holdback disallowance despite the associated energy being
5 subject to redelivery in accordance with the ECA, and that given the scope of assets that
6 can impact deliveries and the expectation of planned outages as part of “Good Utility
7 Practice,” there is a scenario where the Holdback lasts until the end of the ECA term.

8 (a) Please explain in detail the basis for the assertion that any planned outage
9 near the end of a calendar month is *more likely* to result in a holdback
10 disallowance or continuation of the Holdback mechanism, including
11 consideration being given:

12 (i) that the Board's 90% threshold provides a 10% grace
13 margin for delivery in any given month; and

14 (ii) that some re-deliveries of shortfalls take multiple months,
15 meaning the timing of an outage within a month does not
16 inherently determine whether the 90% threshold is met.

17 (b) Please confirm whether this concern applies equally to outages taken at
18 any point in the month (i.e., is it specifically end-of-month outages that are
19 problematic, or is any multi-day outage of more than approximately 3 days
20 in a given month equally likely to breach the 90% threshold)? Please
21 elaborate.

22 (c) Please provide quantitative support, by reference to the monthly delivery
23 data in Appendix A and C, for the proposition that an outage near the end
24 of a calendar month creates a materially greater risk of a disallowance than
25 an outage taken at a different time in the month.

26 (d) If NSPML's position is that the holdback mechanism structurally creates
27 perverse incentives regarding outage timing, explain how that concern was
28 addressed in the context of the current Application, and the noted outages
29 between May 2023 and now.

1 **Request IR-15:**

2 **Reference: N-01 Application, Section 6.0; and Appendix B.**

3 **And Reference: Matter M11773, N-01 NSPML Holdback Mechanism Letter (June 28,**
4 **2024).**

5 **Preamble: Appendix B sets out holdback amounts since the Compliance Period**
6 **totalling \$15,352,756 in holdback funds retained and \$1,148,502 in WACC, calculated using**
7 **NSPI's WACC of 6.75% for the period of April 2024 – March 2025 and 6.65% for April 2025**
8 **– present. The total amount sought by NSPML is \$16,501,258.**

9 (a) Where NSPML has deferred the within application for almost two years
10 since the period it views as having met the compliance requirements, and
11 in light of its representation in Matter 11773, N-1, Letter to the Board dated
12 June 28, 2024, that it was expecting to file this application in August 2024,
13 please explain why NSPML should be entitled to receive approximately
14 \$1.1 million in interest?

15 (b) Please confirm whether the figures in Appendix B have been independently
16 verified by NSPML, or whether they are sourced from NSPI, and if the latter,
17 please provide NSPML's basis for accepting those figures.

18 (c) Please provide the underlying monthly calculations for each "Holdback
19 Retained" line item in Appendix B.

20 **Request IR-16:**

21 **Reference: N-01 Application, Section 7.0, Request for Separate Process if Holdback is**
22 **Maintained.**

23 **Preamble: In Section 7.0 of the Application, NSPML requests that, should the Board**
24 **determine that the Holdback mechanism ought to be maintained, a separate proceeding**
25 **be established to consider the design of a continuing mechanism. NSPML further lists a**
26 **number of considerations for the Board.**

27 Please confirm that the considerations identified by NSPML in Section 7.0 of the Application are
28 intended solely for the separate proceeding proposed by NSPML, and are not intended to inform,

influence, or alter the Board's determination of any issue before it in the present proceeding, including whether the conditions for termination of the Holdback have been satisfied. If not confirmed, please explain.

Request IR-17:

Reference: N-01, Application, pages 6 and 32.

And Reference: Board Decision and Order, February 5, 2024 (M1109).

9. ... NSPML may only make an application for such relief if it reasonably believes that, if the relief is granted, the effect will be to immediately terminate the monthly holdback mechanism.

Preamble: The Application requests the Board “deem the Holdback to have ended effective May 1, 2024” (pdf page 6, line 17) and the “Holdback shall be vacated as at the end of April 2024” (pdf, p. 32, line 6).

(a) Please provide NSPML's interpretation of whether the Board's January 31, 2024 Decision contemplated retroactive termination and if so, what paragraphs?

(b) Please explain how a retroactive termination back to May 2024 satisfies the “immediate termination” upon application condition of the Order.

(c) Provide the date on which NSPML first concluded that the 12-month threshold had been satisfied and all internal analysis supporting that conclusion.

(d) In claiming a “return” of holdback amounts, please confirm NSPML's understanding that there is no surplus of monies held in the FAM balance to be returned to NSPML and that ratepayers owe money to NSPI. If not confirmed, please explain.

(e) Please provide any analysis of FAM-related customer impacts of returning the approximate \$15.3 million (plus accrued interest, if granted) to NSPML?

(f) Does NSPML acknowledge that a regulatory option for the Board, if it determines that NSPML has satisfied the conditions to terminate the Holdback, is that termination apply prospectively as of the decision date?

1 **Request IR-18:**

2 If the Board grants NSPML's application for relief and directs that approximately \$16 million in
3 previously held-back amounts be returned to NSPML, please explain in detail:

4 (a) how those funds would be treated for financial reporting purposes
5 (including whether they would be recognized as current-period revenue,
6 prior-period adjustment, or otherwise, and under which accounting
7 standards);

8 (b) whether and how the return of these funds would affect NSPML's regulated
9 revenue requirement, return on equity, or WACC-related calculations for
10 the relevant period(s);

11 (c) any impacts on NSPML's financial statements, debt service coverage
12 ratios, loan covenant compliance, or other financing metrics (including with
13 respect to the federal loan guarantee);

14 (d) how the return of the funds would be reflected in FAM reporting, audits, or
15 true-ups, and whether any corresponding adjustments or restatements
16 would be required; and

17 (e) whether NSPML proposes any offsetting regulatory or accounting entries
18 to ensure customers are not adversely affected by the retroactive return of
19 holdback amounts.

20 **Request IR-19:**

21 **Reference: N-01, Application, Attachment 1, Concentric Evidence**

22 **Preamble: The header on each page of Concentric's evidence states "Rebuttal**
23 **Testimony of Danielle S. Powers."**

24 (a) When was Concentric retained to prepare this evidence? Please provide a
25 copy of the letter of instruction or retainer.

26 (b) Please explain why this evidence is characterized as "Rebuttal" evidence.

27

1 **Request IR-20:**

2 **Reference:** N-01, Application, Attachment 1, Concentric Evidence, page 3 (pdf page 42),
3 **lines 9-14.**

4 ***I provide my opinion that the period of May 2023 to April 2024 is the***
5 ***appropriate period over which to assess the performance of the Labrador***
6 ***Island Link (“LIL”) and that the failure to grant relief to NSPML for the***
7 ***outages taken in July and September of 2023 and March of 2024, and an***
8 ***extreme weather event impacting the LIL in April of 2024, which directly***
9 ***affected the delivery of energy over the Maritime Link, would be***
10 ***inappropriate as a matter of regulatory policy.***

11 Please identify all documents, data, reports, and other materials that were reviewed or relied upon
12 by Concentric in forming its opinions.

13 **Request IR-21:**

14 **Reference:** N-01, Application, Attachment 1, Concentric Evidence, page 4 (pdf page 43),
15 **lines 18-21.**

16 ***It is clear that the facts that existed at the time of the Board adopting the***
17 ***present holdback mechanism no longer exist – it is no longer the case that***
18 ***customers are paying for the Maritime Link but not receiving anything close***
19 ***to the full benefit.***

20 (a) Please confirm the specific date or dates, and the objective criteria and
21 underlying data, that Concentric has relied upon to determine that the
22 conditions underpinning the holdback mechanism — namely, that
23 customers were paying for the Maritime Link while not receiving anything
24 close to the full benefit — ceased to exist. In responding, please:

25 (i) Identify the specific delivery performance metrics and
26 thresholds Concentric used to determine that "full benefit"
27 was being received, including whether Concentric relied on
28 total NS Block deliveries (inclusive of Make-up Energy and
29 Purchased Energy) or Base NS Block deliveries excluding
30 Make-up Energy;

31

(ii) Confirm whether Concentric's analysis accounted for the period prior to April 2023 (i.e., before LIL commissioning), during which deliveries were constrained by the absence of a functional LIL, and if so, how;

(iii) Identify the earliest date on which Concentric considers the conditions underlying the holdback to have changed; and

(iv) Produce all underlying data, calculations, spreadsheets, and source materials used to support this conclusion (that have not already been provided).

(b) Please confirm whether Concentric reviewed, or took into consideration, any decisions of the Nova Scotia Energy Board (or its predecessor) relating to the Federal Loan Guarantee (FLG2) and its implications for the alignment of customer costs and Maritime Link benefits. If so, how has that impacted Concentric's analysis?

Request IR-22:

Reference: N-01, Application, Attachment 1, Concentric Evidence, page 11/36 (pdf page 48) states, "*No harm to customers has been evident since the LIL commissioning in April of 2023.*"

(a) Provide all analyses Concentric performed to assess "harm" to customers, including:

(i) replacement energy costs during shortfall months;

(ii) timing/value differences between expected deliveries and redelivered energy; and

(iii) any price-spread analysis for periods of shortfall vs. redelivery.

(b) If Concentric performed no such analysis, identify the basis on which it concluded "no harm" occurred.

1 **Request IR-23:**

2 **Reference: N-01, Application, Attachment 1, Concentric Evidence, page 12 (pdf page 52),**
3 **line 29.**

4 (a) Please provide a copy of FERC's definition of "Good Utility Practice"
5 referenced.

6 (b) Please confirm whether there are any Canadian regulatory definitions of
7 "Good Utility Practice" including those adopted by any provincial regulator,
8 Canadian industry standard, or by the North American Electric Reliability
9 Corporation (NERC) that Concentric considered and rejected as applicable
10 benchmarks, and if so, explain why the FERC definition was preferred.

11 **Request IR-24:**

12 **Reference: N-01, Application, Attachment 1, Concentric Evidence, pages 13-16 (pdf**
13 **pages 53-55).**

14 **Preamble: Concentric provides its opinion in relation to what "Good Utility Practice"**
15 **consists of in relation to maintenance of generation and transmission assets and confirms**
16 **that both planned and unplanned outages can be part of good utility practice.**

17 (a) Please confirm whether, in Concentric's view, the following factors are
18 relevant considerations in evaluating whether a planned outage falls within
19 Good Utility Practice:

20 (i) The adequacy of planning and coordination in advance of
21 the outage, including the timing and sufficiency of outage
22 requests filed with the applicable system operator, and
23 whether the minimum 30-day coordination period was
24 observed;

25 (ii) The selection of outage timing, including whether the
26 outage was scheduled to minimize system impact and
27 replacement energy costs, and whether alternative timing
28 was considered;

29

(iii) The nature of the work scope performed during the outage — specifically, whether the work constituted preventive maintenance, corrective maintenance arising from known deficiencies, residual commissioning or early-operation corrective work, or reliability enhancements — and whether each work item reasonably required a full bipole outage;

(iv) Whether the outage was taken on schedule or was deferred from an earlier planned date, and if deferred, whether the deferral contributed to a longer or more extensive outage than would otherwise have been required; and

(v) Whether the planned duration of the outage was reasonable in light of the work scope, and whether any extensions to the outage duration were justified by conditions discovered during the outage, with appropriate documentation supporting the decision-making at the time.

(b) Please identify any other factors that Concentric considers relevant to the evaluation of whether a planned outage falls within Good Utility Practice, within the context of this Application.

(c) Please confirm whether, in Concentric's view, the following factors are relevant considerations in evaluating whether an unplanned outage falls within Good Utility Practice:

(i) Whether an appropriate preventive maintenance program, inspection schedule, and condition monitoring regime existed for the affected assets and was consistently adhered to prior to the failure;

(ii) Whether there were any known deficiencies, deferred maintenance items, or prior failure events relating to the affected equipment that were outstanding at the time of the failure, including any items documented in commissioning punch lists, failure investigation reports, or corrective action plans;

(iii) Whether the design standards and material specifications of the affected equipment were appropriate for the climatic conditions and geographic location of the assets, including compliance with applicable Canadian Standards Association (CSA) or equivalent standards at the time of construction and commissioning; and

(iv) Whether the protective and operating actions taken in response to the unplanned event (including trips, deratings, and isolation) were consistent with Good Utility Practice and applicable reliability standards.

(d) Please identify any other factors that Concentric considers relevant to the evaluation of whether an unplanned outage falls within Good Utility Practice, including what contemporaneous documentation Concentric would expect to exist to support such a determination.

Request IR-25:

Reference: N-01, Application, Attachment 1, Concentric Evidence.

Preamble: In responding to Q38, Concentric relies on NERC outage statistics and HVDC benchmarking to support the view that outages are normal and planned outages should be expected annually.

(a) Provide copies of all benchmarking sources relied on (including the specific NERC/IEEE references cited) and the portions relied upon.

(b) Explain how these benchmarks are relevant to the Board's monthly performance threshold for NS Block deliveries, as distinct from general asset reliability.

Request IR-26:

Reference: N-01, Application, Attachment 1, Concentric Evidence, page 33/36 (pdf page 70)

Preamble: Concentric recommends that outage months should be "*excluded from the calculation of the 12-month reliability thresholds*".

- 1 (a) Please provide the specific mathematical adjustment method Concentric
2 recommends the Board apply (e.g., denominator adjustment by outage
3 days; reprofiling of contract amount; alternative performance window, etc.).
- 4 (b) Please provide worked calculations for each month for which Concentric
5 supports relief (July 2023, September 2023, March 2024, April 2024),
6 showing:
- 7 (i) Contract amount (MWh);
- 8 (ii) Delivered Base NS Block excluding Make-Up (MWh);
- 9 (iii) Unadjusted percentage;
- 10 (iv) Adjustment inputs (days/hours excluded; curtailment limits;
11 derates)
- 12 (v) Adjusted percentage; and
- 13 (vi) Resulting “12 consecutive months” determination.
- 14 (c) Please provide Concentric’s step-by-step determination showing that, after
15 applying Concentric’s proposed relief methodology, each of the 12
16 consecutive months meets the $\geq 90\%$ requirement (excluding Make-Up
17 Energy), identifying any month that still would not meet the threshold.
- 18 (d) Please confirm whether Concentric’s approach effectively treats some
19 months as “ignored” for the consecutive-months test; if so, explain how
20 “consecutive” is preserved.